

Brent H. Blakely (SBN 157292)
bblakely@blakelylawgroup.com
Cindy Chan (SBN 247495)
cchan@blakelylawgroup.com
BLAKELY LAW GROUP
1334 Parkview Avenue, Suite 280
Manhattan Beach, California 90266
Telephone: (310) 546-7400
Facsimile: (310) 546-7401

*Attorneys for Plaintiff
Chrome Hearts LLC*

UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA

**CHROME HEARTS LLC, a Delaware
Limited Liability Company,**

) CASE NO.

**PLAINTIFF'S COMPLAINT FOR
DAMAGES AND EQUITABLE RELIEF**

1. TRADEMARK INFRINGEMENT:

**2. FALSE DESIGNATIONS OF
ORIGIN AND FALSE
DESCRIPTIONS;**

3. COMMON LAW TRADEMARK INFRINGEMENT AND UNFAIR COMPETITION;

{ 4. COPYRIGHT INFRINGEMENT } JURY TRIAL DEMANDED

Plaintiff Chrome Hearts LLC for its claims against Defendants Nine West Holdings, Inc. and Macy's Inc. respectfully alleges as follows:

JURISDICTION AND VENUE

1. Plaintiff files this action against Defendants for trademark infringement under the Lanham Trademark Act of 1946, 15 U.S.C. §1051 et seq. (the “Lanham Act”) as well as copyright infringement under 17 U.S.C. § 101, et seq., and related claims of trademark infringement and unfair competition under the statutory and

1 common law of the State of California. This Court has subject matter jurisdiction over
2 the trademark and copyright infringement claims under 28 U.S.C. §§1331 and 1338(a).

3 2. This Court has supplemental jurisdiction over the claims in this
4 Complaint which arise under state statutory and common law pursuant to 28 U.S.C. §
5 1367(a), since the state law claims are so related to the federal claims that they form
6 part of the same case or controversy and derive from a common nucleus of operative
7 facts.

8 3. This Court has personal jurisdiction over Defendants because Defendants
9 regularly conduct business within the state of California, are registered with the
10 California Secretary of State, and/or have principal places of business in the state of
11 California.

12 4. This action arises out of wrongful acts, including advertising, offering for
13 sale, selling and distributing products by Defendants within this judicial district.
14 Venue is proper in this district pursuant to 28 U.S.C. §1391 because the claims
15 asserted arise in this district.

16 **THE PARTIES**

17 5. Plaintiff Chrome Hearts LLC (“Chrome Hearts”) is a limited liability
18 company organized and existing under the laws of the state of Delaware, with an office
19 and principal place of business at 915 North Mansfield Avenue, Los Angeles,
20 California 90038.

21 6. Upon information and belief, Defendant Nine West Holdings, Inc. (“Nine
22 West”) is a corporation duly organized and existing under the laws of the state of
23 Delaware with an office and principal place of business at 180 Rittenhouse Circle,
24 Bristol, Pennsylvania 19007. Plaintiff further alleges upon information and belief that
25 Nine West is registered to do business in the state of California and has agents for
26 service of process therein located at 2710 Gateway Oaks Drive, Suite 150N,
27 Sacramento, California 95833.

1 7. Upon information and belief, Defendant Macy's, Inc. ("Macy's") is a
2 corporation duly organized and existing under the laws of the state of Delaware with
3 an office and principal place of business at 7 West 7th Street, Cincinnati, Ohio 45202.
4 Plaintiff further alleges upon information and belief that Macy's is registered to do
5 business in the state of California and has agents for service of process therein located
6 at 2710 Gateway Oaks Drive, Suite 150N, Sacramento, California 95833

7 8. Plaintiff is unaware of the names and true capacities of Defendants,
8 whether individual, corporate and/or partnership entities named herein as DOES 1
9 through 10, inclusive, and therefore sues them by their fictitious names. Plaintiff will
10 seek leave to amend this complaint when their true names and capacities are
11 ascertained. Plaintiff is informed and believes and based thereon alleges that said
12 Defendants and DOES 1 through 10, inclusive, are in some manner responsible for the
13 wrongs alleged herein, and that at all times referenced each was the agent and servant
14 of the other Defendants and was acting within the course and scope of said agency and
15 employment.

16 9. Plaintiff is informed and believes, and based thereon alleges, that at all
17 relevant times herein, Defendants and DOES 1 through 10, inclusive, knew or
18 reasonably should have known of the acts and behavior alleged herein and the damages
19 caused thereby, and by their inaction ratified and encouraged such acts and behavior.
20 Plaintiff further alleges that Defendants and DOES 1 through 10, inclusive, have a
21 non-delegable duty to prevent or cause such acts and the behavior described herein,
22 which duty Defendants and DOES 1 though 10, inclusive, failed and/or refused to
23 perform.

24 **ALLEGATIONS COMMON TO ALL CAUSES OF ACTION**

25 **A. The Chrome Hearts Brand and its Marks**

26 10. Chrome Hearts has been engaged in the design, manufacture, and sale of
27 artistically styled leather goods, apparel, jewelry, and accessories since 1988.

1 11. Chrome Hearts is the owner of the word/mark “CHROME HEARTS” as
2 well as a variety of other federal trademark and copyright comprising the Chrome
3 Hearts mark and assorted design components.

4 12. Chrome Hearts sells a wide variety of quality artistic products, including
5 leather pants, leather jackets, leather vests, sterling silver jewelry, including necklaces,
6 bracelets, rings and wallet chains, belt buckles, fabric apparel, bags and a wide
7 collection of other products, including its recent line of custom, one-of-a-kind
8 furniture, eyewear, and crystal ware.

9 13. Entertainers, such as Madonna, Arnold Schwarzenegger, Karl Lagerfeld,
10 Cher, Kate Hudson, Tom Brady, David Beckham, and Lenny Kravitz can all be seen in
11 Chrome Hearts’s fashions. Chrome Hearts products are sold in the exclusive
12 CHROME HEARTS stores throughout the world and in select specialty stores, such as
13 Colette of Paris, Bergdorf Goodman in New York and the United Arrows and
14 Selfridges in London.

15 14. In 1993, the Council of Fashion Designers of America (“CFDA”)
16 presented Chrome Hearts with an unsolicited award as designer of the year for its
17 innovated accessories and jewelry designs.

18 15. Virtually all Chrome Hearts® products, including clothing, denim, and
19 jewelry, are handmade in Los Angeles by Chrome Hearts’s craftsmen. The level of
20 expert workmanship exercised by these individuals is superior and conforms with the
21 strict standards established by Chrome Hearts.

22 16. Works designed by Chrome Hearts have been praised and recognized in
23 numerous articles appearing in both trade publications and publications directed to the
24 general public around the world, including articles in the United States, Germany,
25 Japan and France. These articles have acclaimed the high artistry, fashion and style of
26 Chrome Hearts’s designs and the uniqueness of the designs.

1 **B. Defendants' Infringing Conduct**

2 17. The present lawsuit arises from Defendants' infringement of one or more
3 of the Chrome Hearts's federally registered trademarks and copyrighted works by
4 certain jewelry products sold under the R.T. JAMES® brand (hereinafter "Infringing
5 Products"), exemplars of which are shown below



10 18. Said Infringing Products have been advertised, offered for sale, and sold
11 by Macy's via its retail stores and e-commerce store (www.macys.com), which is
12 accessible to consumers nationwide.

13 19. Upon information and belief, Defendant Nine West is the manufacturer,
14 source, supplier, and/or distributor of the Infringing Products and have distributed said
15 Infringing Products to retailers nationwide, including those within this judicial district.

16 20. Chrome Hearts is informed and believes and hereon alleges that
17 Defendants have sold products bearing confusingly similar reproductions of Chrome
18 Hearts's federally registered trademarks and copyrighted works in an effort to exploit
19 Chrome Hearts's reputation in the market.

20 21. Chrome Hearts has not granted a license or any form of permission to
21 Defendants with respect to its trademarks, copyrighted works, trade dresses, or other
22 intellectual property.

23 **FIRST CLAIM FOR RELIEF**

24 **(Federal Trademark Infringement – 15 U.S.C. § 1114)**

25 22. Chrome Hearts incorporates herein by reference the averments of the
26 preceding paragraphs as though fully set forth herein.

27 23. Chrome Hearts is the owner of the word/mark "CHROME HEARTS" as
28 well as a variety of other federal trademark registrations comprising the Chrome

1 Hearts mark and assorted design components, including in relevant part the following
 2 trademarks:

	Reg. No.	Date of Reg.	Class/Goods
5	3,605,854	April 14, 2009	International Class ("IC") 018. Bags, namely, handbags, shoulder bags, clutches, tote bags, wallets, back packs and luggage.
9	3,605,860	April 14, 2009	IC 014. Jewelry, namely, rings, earrings, pendants, necklaces, bracelets, cuff bracelets, cuff links, watch bracelets and key rings made of precious metals.
15	3,606,059	April 14, 2009	IC 025. Clothing, namely, tee shirts, shirts, tank tops, sweaters, sweat shirts, sweat pants, jeans, pants, jackets, coats and hats.
20	3,731,397	Dec. 29, 2009	IC 009. Eyewear, namely, eyeglasses, sunglasses, eyeglass cases and sunglass cases.

24 24. Registrations to Chrome Hearts's CH Cross Mark are in full force and
 25 effect and have been used continuously since their respective first dates of use. Indeed
 26 many of the registrations to the CH Cross Mark are incontestable by virtue of their
 27 registrations and continuous use in commerce for more than five years.
 28

1 25. The CH Cross Mark is nationally recognized, including within the Central
2 District of California, as being affixed to goods and merchandise coming from Chrome
3 Hearts.

4 26. Defendants' use of marks substantially indistinguishable and/or
5 confusingly similar to the CH Cross Mark on the Infringing Products is likely to lead
6 to and result in consumer confusion, mistake or deception, and are likely to cause the
7 public to believe that Chrome Hearts has produced, sponsored, authorized, licensed or
8 is otherwise connected or affiliated with Defendants' commercial and business
9 activities, all to the detriment of Chrome Hearts.

10 27. Defendants' infringement of the CH Cross Mark is without Chrome
11 Hearts's permission or authority and in total disregard of Chrome Hearts's rights to
12 control its trademarks.

13 28. Upon information and belief, Defendants' acts are deliberate and intended
14 to confuse the public as to the source of Defendants' goods or services and to injure
15 Chrome Hearts and reap the benefit of Chrome Hearts's goodwill associated with
16 Chrome Hearts's trademarks.

17 29. As a direct and proximate result of Defendants' infringing conduct,
18 Chrome Hearts has been injured and will continue to suffer injury to its business and
19 reputation unless Defendants are restrained by this Court from selling the Infringing
20 Products and otherwise infringing on Chrome Hearts's registered trademarks.

21 30. Chrome Hearts has no adequate remedy at law.

22 31. In light of the foregoing, Chrome Hearts is entitled to injunctive relief
23 prohibiting Defendants from using any of the CH Cross Mark, and/or any marks
24 identical and/or confusingly similar thereto, and to recover from Defendants all
25 damages, including attorneys' fees, that Chrome Hearts has sustained and will sustain
26 as a result of such infringing acts, and all gains, profits and advantages obtained by
27 Defendants as a result thereof, in an amount not yet known, as well as the costs of this
28 |||

1 action pursuant to 15 U.S.C. § 1117(a), attorneys' fees and treble damages pursuant to
2 15 U.S.C. § 1117(b), and/or statutory damages pursuant to 15 U.S.C. § 1117(c).

3 **SECOND CLAIM FOR RELIEF**

4 **(False Designations of Origin and False Descriptions – 15 U.S.C. § 1125(a))**

5 32. Chrome Hearts incorporates herein by reference the averments of the
6 preceding paragraphs as though fully set forth herein.

7 33. Defendants' unauthorized use of marks substantially indistinguishable
8 and/or confusingly similar to the CH Cross Mark on the Infringing Products in
9 interstate commerce and advertising relating to same constitutes false designation of
10 origin and a false representation that the goods are manufactured, offered, sponsored,
11 authorized, licensed by or otherwise connected with Chrome Hearts or come from the
12 same source as Chrome Hearts's goods when in fact they do not.

13 34. Defendants' use of the CH Cross Mark is without Chrome Hearts's
14 permission or authority and in total disregard of Chrome Hearts's rights to control its
15 trademarks.

16 35. Defendants' infringing activities are likely to lead to and result in
17 confusion, mistake or deception, and are likely to cause the public to believe that
18 Chrome Hearts has produced, sponsored, authorized, licensed or is otherwise
19 connected or affiliated with Defendants' commercial and business activities, all to the
20 detriment of Chrome Hearts.

21 36. Chrome Hearts has no adequate remedy at law.

22 37. In light of the foregoing, Chrome Hearts is entitled to injunctive relief
23 prohibiting Defendants from using any of the CH Cross Mark, and/or any marks
24 identical and/or confusingly similar thereto, and to recover from Defendants all
25 damages, including attorneys' fees, that Chrome Hearts has sustained and will sustain
26 as a result of such infringing acts, and all gains, profits and advantages obtained by
27 Defendants as a result thereof, in an amount not yet known, as well as the costs of this
28 action pursuant to 15 U.S.C. § 1117(a).

THIRD CLAIM FOR RELIEF

(Common Law Trademark Infringement and Unfair Competition)

38. Chrome Hearts incorporates herein by reference the averments of the preceding paragraphs as though fully set forth herein.

39. Chrome Hearts owns and enjoys common law trademark rights to the CH Cross Mark in California and throughout the United States.

40. Defendants' misappropriation of Chrome Hearts's common law trademarks was intended to capitalize on Chrome Hearts's goodwill for Defendants' own pecuniary gain. Chrome Hearts has expended substantial time, resources and effort to obtain an excellent reputation for itself and its family of marks. As a result of Chrome Hearts's efforts, Defendants are now unjustly enriched and is benefiting from property rights that rightfully belong to Chrome Hearts.

41. Defendants' unauthorized use of the CH Cross Mark has caused and is likely to cause confusion as to the source of Defendants' products, all to the detriment of Chrome Hearts.

42. Defendants' acts are willful, deliberate, and intended to confuse the public and to injure Chrome Hearts.

43. Defendants' acts constitute unfair competition under California common law.

44. Chrome Hearts has been irreparably harmed and will continue to be irreparably harmed as a result of Defendants' infringing activities unless Defendants are permanently enjoined from its infringing conduct.

45. The conduct herein complained of was extreme, outrageous, fraudulent, and was inflicted on Chrome Hearts in reckless disregard of Chrome Hearts's rights. Said conduct was despicable and harmful to Chrome Hearts and as such supports an award of exemplary and punitive damages in an amount sufficient to punish and make an example of Defendants and to deter them from similar such conduct in the future.

46. Chrome Hearts has no adequate remedy at law.

47. In light of the foregoing, Chrome Hearts is entitled to injunctive relief prohibiting Defendants from using the CH Cross Mark to recover all damages, including attorneys' fees, that Chrome Hearts has sustained and will sustain and all gains, profits and advantages obtained by Defendants as a result of their infringing acts alleged above in an amount not yet known, and the costs of this action.

FOURTH CLAIM FOR RELIEF

(Copyright Infringement – 17 U.S.C. § 501)

48. Chrome Hearts incorporates herein by reference the averments of the preceding paragraphs as though fully set forth herein.

49. In addition to owning numerous trademark registrations to its various marks, Chrome Hearts also owns several copyright registrations, including in relevant part a copyright registration to the CH Cross (VA 705-193), which is attached hereto and incorporated herein as Exhibit A.

50. As the owner of the CH Cross Copyright, Chrome Hearts is entitled to exclusive use thereof without the unauthorized use by third parties.

51. Given the widespread popularity of the CH Cross Copyright and the striking similarity between said work and the graphic cross on the Infringing Products, Defendants had access to the CH Cross Copyright and upon information and belief have knowingly infringed upon one or more of them by manufacturing, distributing and selling products bearing marks which are substantially similar to the CH Cross Copyright, in violation of 17 U.S.C. § 501.

52. Upon information and belief, Defendants have intentionally, knowingly and willfully copied the CH Cross Copyright to benefit from the widespread customer recognition and acceptance of them and to capitalize upon the market created by Chrome Hearts for its designs.

53. Upon information and belief, the aforesaid infringement by Defendants of the CH Cross Copyright was and continues to be with the knowledge that such designs are copyrighted and Defendants, in doing the acts complained of herein, have willfully

infringed upon Chrome Hearts's rights under the Copyright Laws of the United States, Title 17 U.S.C. § 101, et seq.

54. Defendants' infringement of the CH Cross Copyright is to the great and irreparable damage of Chrome Hearts, and Chrome Hearts is informed and believes, as indicated, that Defendants will continue such infringement unless enjoined by this Court.

55. Chrome Hearts has no adequate remedy at law.

56. In light of the foregoing, Chrome Hearts is entitled to injunctive relief prohibiting Defendants from using the CH Cross Copyright or any designs identical and/or substantially similar thereto for any purpose, and to recover from Defendants all damages, including attorneys' fees, that Chrome Hearts has sustained and will sustain as a result of such infringing acts, and all gains, profits and advantages obtained by Defendants as a result thereof, in an amount not yet known, as well as the costs of this action pursuant to 17 U.S.C. § 504(b), or in the alternative statutory damages pursuant to 17 U.S.C. § 504(c), and/or any additional damages pursuant to 17 U.S.C. § 504(d).

PRAYER FOR RELIEF

WHEREFORE, Plaintiff respectfully prays that this Court enter judgment in its favor and against Defendants as follows:

1. Entry of an ORDER granting temporary, preliminary and permanent injunctive relief restraining and enjoining Defendants and their respective officers, agents, employees, and attorneys, and all those persons or entities in active concert or participation with them from:

(a) manufacturing, importing, advertising, marketing, promoting, supplying, distributing, offering for sale, or selling Infringing Products and/or any other products that bear marks/designs identical to, confusingly similar to, and/or substantially similar to the CH Cross Mark/Copyright;

(b) engaging in any other activity constituting unfair competition with Chrome Hearts, or acts and practices that deceive consumers, the public, and/or trade,

1 including without limitation, the use of designations and design elements associated
2 with Chrome Hearts;

3 (c) committing any other act which falsely represents or which has the
4 effect of falsely representing that the goods and services of Defendants are licensed by,
5 authorized by, offered by, produced by, sponsored by, or in any other way associated
6 with Chrome Hearts;

7 (d) knowingly assisting, aiding or attempting to assist or aid any other
8 person or entity in performing any of the prohibited activities referred to in Paragraphs
9 (a) through (c) above.

10 2. Entry of an ORDER directing Defendants to recall from any distributors
11 and retailers and to deliver to Chrome Hearts for destruction, or other disposition, all
12 remaining inventory of the Infringing Products, in addition to any other goods that
13 infringe upon Chrome Hearts's rights to the CH Cross Mark/Copyright, including all
14 advertisements, promotional and marketing materials therefore, as well as means of
15 making same in its possession or under its control;

16 3. Entry of an ORDER directing Defendants to disclose its supplier(s) and
17 manufacturer(s) of the Infringing Products and provide all documents, correspondence,
18 receipts, and invoices associated with the purchase of the Infringing Products;

19 4. Entry of an ORDER for an accounting by Defendants of all gains, profits,
20 and/or advantages derived from its infringing acts;

21 5. Entry of an ORDER directing Defendants to file with this Court and serve
22 on Chrome Hearts within ten (10) days after entry of the injunction a report in writing,
23 under oath setting forth in detail the manner and form in which Defendants has
24 complied with the injunction;

25 6. Award of Defendants' profits and all damages sustained by Chrome
26 Hearts as a result of Defendants' wrongful acts, and such other compensatory damages
27 as the Court determines to be fair and appropriate pursuant to 15 U.S.C. § 1117(a) and
28 17 U.S.C. § 504(b), or in the alternative should Chrome Hearts so elect, an award of

1 statutory damages pursuant to 15 U.S.C. §1117(c) and 17 U.S.C. § 504(c) to Chrome
2 Hearts

3 7. Award of treble damages in the amount of Defendants' profits or Chrome
4 Hearts Marks' damages, whichever is greater, for willful infringement pursuant to 15
5 U.S.C. § 1117(b);

6 8. Award of applicable interest, costs, disbursements and attorneys' fees,
7 pursuant to 15 U.S.C. § 1117(b) and 17 U.S.C. § 505 to Chrome Hearts;

8 9. Award of punitive damages to Chrome Hearts in connection with its
9 California state and common law claims;

10 10. Such other relief as may be just and proper.

12 Dated: July 5, 2017

BLAKELY LAW GROUP

14 By: /s/ Cindy Chan
15 Brent H. Blakely
16 Cindy Chan
Attorneys for Plaintiff
Chrome Hearts LLC

18 **DEMAND FOR JURY TRIAL**

19 Pursuant to Rule 38(b) of the Federal Rules of Civil Procedure, Plaintiff Chrome
20 Hearts LLC hereby demands a trial by jury as to all claims in this litigation.

22 Dated: July 5, 2017

BLAKELY LAW GROUP

24 By: /s/ Cindy Chan
25 Brent H. Blakely
26 Cindy Chan
Attorneys for Plaintiff
Chrome Hearts LLC

EXHIBIT A

CERTIFICATE OF REGISTRATION



Case 2:17-cv-04923-DMG-KS Document 1 Filed 07/05/17 Page 15 of 18 Page ID #:15

This Certificate issued under the seal of the Copyright Office in accordance with title 17, United States Code, attests that registration has been made for the work identified below. The information on this certificate has been made a part of the Copyright Office records.

FORM VA

For a Work of the Visual Arts

UNITED STATES COPYRIGHT OFFICE

VA 705-193



EFFECTIVE DATE OF REGISTRATION

MAR 28 1995
Month Day Year

A handwritten signature in cursive script that reads "Marybeth Peters".

REGISTER OF COPYRIGHTS
United States of America

DO NOT WRITE ABOVE THIS LINE. IF YOU NEED MORE SPACE, USE A SEPARATE CONTINUATION SHEET.

TITLE OF THIS WORK ▼

C H Cross

NATURE OF THIS WORK ▼ See instructions

PREVIOUS OR ALTERNATIVE TITLES ▼

JEWELRY DESIGN

PUBLICATION AS A CONTRIBUTION If this work was published as a contribution to a periodical, serial, or collection, give information about the collective work in which the contribution appeared. Title of Collective Work ▼

If published in a periodical or serial give: Volume ▼

Number ▼

Issue Date ▼

On Pages ▼

NAME OF AUTHOR ▼

a CHROME HEARTS, INC.

DATES OF BIRTH AND DEATH
Year Born ▼ Year Died ▼

Was this contribution to the work a "work made for hire"?

Yes
 No

AUTHOR'S NATIONALITY OR DOMICILE

Name of Country

OR { Citizen of ► U.S.A.
Domiciled in ►

WAS THIS AUTHOR'S CONTRIBUTION TO THE WORK

If the answer to either of these questions is "Yes," see detailed instructions

Anonymous? Yes No
Pseudonymous? Yes No

NATURE OF AUTHORSHIP Check appropriate box(es). See instructions

- | | | |
|---|--|---|
| <input type="checkbox"/> 3-Dimensional sculpture | <input type="checkbox"/> Map | <input type="checkbox"/> Technical drawing |
| <input type="checkbox"/> 2-Dimensional artwork | <input type="checkbox"/> Photograph | <input type="checkbox"/> Text |
| <input type="checkbox"/> Reproduction of work of art | <input checked="" type="checkbox"/> Jewelry design | <input type="checkbox"/> Architectural work |
| <input type="checkbox"/> Design on sheetlike material | | |

NOTE

Under the
space for dates
of birth and
death blank.

NAME OF AUTHOR ▼

DATES OF BIRTH AND DEATH
Year Born ▼ Year Died ▼

Was this contribution to the work a "work made for hire"?

Yes
 No

AUTHOR'S NATIONALITY OR DOMICILE

Name of Country

OR { Citizen of ►
Domiciled in ►

WAS THIS AUTHOR'S CONTRIBUTION TO THE WORK

If the answer to either of these questions is "Yes," see detailed instructions

Anonymous? Yes No
Pseudonymous? Yes No

NATURE OF AUTHORSHIP Check appropriate box(es). See instructions

- | | | |
|---|---|---|
| <input type="checkbox"/> 3-Dimensional sculpture | <input type="checkbox"/> Map | <input type="checkbox"/> Technical drawing |
| <input type="checkbox"/> 2-Dimensional artwork | <input type="checkbox"/> Photograph | <input type="checkbox"/> Text |
| <input type="checkbox"/> Reproduction of work of art | <input type="checkbox"/> Jewelry design | <input type="checkbox"/> Architectural work |
| <input type="checkbox"/> Design on sheetlike material | | |

3 a YEAR IN WHICH CREATION OF THIS WORK WAS COMPLETED

1990

This information must be given in all cases.

b

DATE AND NATION OF FIRST PUBLICATION OF THIS PARTICULAR WORK

Complete this information Month ► November Day ► 7 Year ► 1990

U.S.A.

Nation

4 COPYRIGHT CLAIMANT(S) Name and address must be given even if the claimant is the same as the author given in space 2. ▼

CHROME HEARTS, INC.

937 North Citrus Avenue
Hollywood, California 90038

TRANSFER If the claimant(s) named here in space 4 is (are) different from the author(s) named in space 2, give a brief statement of how the claimant(s) obtained ownership of the copyright. ▼

APPLICATION RECEIVED

MAR 28 1995

ONE DEPOSIT RECEIVED

MAR 28 1995

TWO DEPOSITS RECEIVED

REMITTANCE NUMBER AND DATE

MORE ON BACK ►

- Complete all applicable spaces (numbers 5-9) on the reverse side of this page.
- See detailed instructions.

DO NOT WRITE HERE

CH 13
Page 1 of Pg. 15

EXAMINED BY *[Signature]*
CHECKED BY CORRESPONDENCE
YesFOR
COPYRIGHT
OFFICE
USE
ONLY

DO NOT WRITE ABOVE THIS LINE. IF YOU NEED MORE SPACE, USE A SEPARATE CONTINUATION SHEET.

PREVIOUS REGISTRATION Has registration for this work, or for an earlier version of this work, already been made in the Copyright Office?

 Yes No If your answer is "Yes," why is another registration being sought? (Check appropriate box) ▼

- a. This is the first published edition of a work previously registered in unpublished form.
 b. This is the first application submitted by this author as copyright claimant.
 c. This is a changed version of the work, as shown by space 6 on this application.

If your answer is "Yes," give: Previous Registration Number ▼

Year of Registration ▼

5

DERIVATIVE WORK OR COMPILATION Complete both space 6a and 6b for a derivative work; complete only 6b for a compilation.

a. Preexisting Material Identify any preexisting work or works that this work is based on or incorporates. ▼

6

See instructions
before completing
this space.

b. Material Added to This Work Give a brief, general statement of the material that has been added to this work and in which copyright is claimed. ▼

7

DEPOSIT ACCOUNT If the registration fee is to be charged to a Deposit Account established in the Copyright Office, give name and number of Account.

Name ▼ ROBBINS, BERLINER & CARSON

Account Number ▼

DA 026964

Be sure to
give your
daytime phone
number

8

CORRESPONDENCE Give name and address to which correspondence about this application should be sent. Name/Address/Apt/City/State/ZIP ▼

John P. Spitals

c/o ROBBINS, BERLINER & CARSON
201 N. Figueroa Street, 5th Floor
Los Angeles, California 90012-2628

Area Code and Telephone Number ▶ (213) 977-1001

CERTIFICATION* I, the undersigned, hereby certify that I am the

Check only one ▼

 author other copyright claimant owner of exclusive right(s) authorized agent of CHROME HEARTS, INC.

Name of author or other copyright claimant, or owner of exclusive right(s) ▲

of the work identified in this application and that the statements made by me in this application are correct to the best of my knowledge.

Typed or printed name and date ▼ If this application gives a date of publication in space 3, do not sign and submit it before that date.

John P. Spitals

date ▶ March 24, 1995



Handwritten signature (X)

MAIL
CERTIFI-
CATE TO

Name ▼

John P. Spitals, c/o

ROBBINS, BERLINER &
CARSONCertificate
will be
mailed in
window
envelope

Number/Street/Apartment Number ▼

201 N. Figueroa Street, 5th Floor

City/State/ZIP ▼

Los Angeles, California 90012-2628

YOU MUST:

- Complete all necessary spaces
- Sign your application in space 8

SEND ALL 3 ELEMENTS
IN THE SAME PACKAGE:

1. Application form
2. Nonrefundable \$20 filing fee in check or money order payable to Register of Copyrights
3. Deposit material

MAIL TO:

Register of Copyrights
Library of Congress
Washington, D.C. 20559The Copyright Office
has the authority to ad-
just fees at 5-year inter-
vals, based on changes
in the Consumer Price
Index. The next adjust-
ment is due in 1996.
Please contact the
Copyright Office after
July 1995 to determine
the actual fee schedule.

9

*17 U.S.C. § 506(e): Any person who knowingly makes a false representation of a material fact in the application for copyright registration provided for by section 409, or in any written statement filed in connection with the application, shall be fined not more than \$2,500.



